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7 Counsel for Plaintiff

8
9 **UNITED STATES DISTRICT COURT**
10 **DISTRICT OF NEVADA**

11 FilmKraft Productions India PVT Ltd.,
12 Plaintiff,

13 v.

14 Spektrum Entertainment, Inc., Raj Shah, and
15 Bina Shah,
16 Defendants.

Case No. 2:08-cv-01293-JCM-GWF

**SECOND AMENDED FINAL
JUDGMENT**

17 Pursuant to this court's order entered December 1, 2010 [Docket No. 175] ordering plaintiff
18 to submit an appropriate final judgment, and pursuant to this court's order entered April 8, 2011
19 [Docket No. 191] granting defendants' motion to dismiss as to Raj Shah and Bina Shah only,

20 **IT IS HEREBY ORDERED ADJUDGED AND DECREED** that judgment is entered in
21 favor of plaintiff FilmKraft Productions India PVT, Ltd. ("plaintiff" or "FilmKraft") and against
22 defendant Spektrum Entertainment, Inc., ("Spektrum" or "defendant") on all counts of plaintiff's
23 complaint, with this court declaring as follows:

24 a. Defendant Spektrum has breached the agreement entered into between the parties by
25 failing to provide adequate accounting of its alleged payments to vendors and by failing to make
26 payments to vendors as required by the terms of the agreement;

27 b. Defendant Spektrum violated the implied covenant of good faith and fair dealing;
28

1 c. Defendant Spektrum's wrongful and intentional failure to pay vendors caused an
2 interference and disruption of the contractual relationship between FilmKraft and several of its
3 vendors;

4 d. Defendant Spektrum wrongfully exerted dominion over plaintiff's property, namely
5 monies owned by FilmKraft and that defendant's dominion over FilmKraft's property was in
6 derogation, exclusion, and defiance of FilmKraft's right to that property;

7 e. Defendant Spektrum intentionally misrepresented amounts of monies owed to
8 vendors thereby inducing FilmKraft to pay far more than was necessary to Spektrum to cover
9 expenses to vendors; and

10 **IT IS FURTHER ORDERED AND ADJUDGED** that said judgment shall include the
11 following specific relief:

12 a. Defendant shall pay FilmKraft \$1,651,061 for the amount of FilmKraft's funds
13 unaccounted for and converted by defendant;

14 b. Defendant shall pay FilmKraft \$994,849 for FilmKraft's loss of the State of New
15 Mexico film rebate;

16 c. Defendant shall pay FilmKraft \$21,000 for additional costs incurred by FilmKraft to
17 hire a new line producer to replace defendant;

18 d. Defendant shall pay FilmKraft \$2,000,000 for lost income due to defendant's
19 interference with the release and distribution of the film *Kites*;

20 e. Defendant shall pay FilmKraft \$5,000,000 in punitive damages;

21 f. Defendant shall pay plaintiff for prejudgment accrued interest at 5.25% through
22 judgment and post-judgment interest at the statutory rate equivalent to the weekly average 1-year
23 constant maturity Treasury yield, as published by the Board of Governors of the Federal Reserve
24 System, for the calendar week preceding the date of judgment;

25 g. Jurisdiction is reserved to award FilmKraft further attorney's fees and costs incurred
26 in the prosecution and defense of this and related matters after final judgment has been entered;

27 h. Defendant is permanently enjoined from interfering with plaintiff's vendors,
28

including plaintiff's filmstock company; and

i. The preliminary injunction entered against defendant on April 13, 2010 [Docket # 126] is hereby converted to a permanent injunction.

j. Attorneys fees and costs are hereby awarded to FilmKraft as the prevailing party in the amount of \$638,730.69, pursuant to the statement of attorneys' fees and costs filed by plaintiff on February 7, 2011 [Docket No. 182];

k. Raj Shah and Bina Shah are sanctioned in the form of joint and several responsibility for paying plaintiff's reasonable attorneys' fees and costs in the amount of \$638,730.69, as originally mandated by this court for aiding defendant Spektrum in continuing to violate this court's orders [Docket Nos. 163 and 191].

DATED this 14th day of July.


UNITED STATES DISTRICT JUDGE

Respectfully Submitted by:

GREENBERG TRAURIG, LLP

/s/ Donald L. Prunty

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CERTIFICATE OF SERVICE

Pursuant to Fed. R. Civ. P. 5(b), I hereby certify that on June 24, 2011, service of the foregoing **[PROPOSED] SECOND AMENDED FINAL JUDGMENT** was made this date via the Court's CM/ECF filing system to all counsel of record and parties as listed:

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/s/ Cynthia L. Ney
An employee of Greenburg Traurig, LLP